

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURES

Effective: December 05, 2022

This Electronic Fund Transfer Agreement and Disclosure (the "Agreement and Disclosure") is made in compliance with Federal and State laws regulating electronic fund transfer ("EFT") services. Electronic fund transfers are electronically initiated transfers of money involving a deposit account at NBH Bank, including its Bank Midwest, Community Banks of Colorado, Hillcrest Bank and Bank of Jackson Hole divisions (the "Financial Institution"). In this Agreement and Disclosure, the words "you" and "your" mean you, our consumer client, or anyone acting on your behalf using a service covered in this Agreement and Disclosure. The words "we," "us" and "our" means the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning electronic fund transfers.

ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Types of Transfers

- **Preauthorized credits.** You may arrange for certain direct deposits (such as U.S. Treasury (Social Security) or some employers (payroll)) to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may arrange to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

ATM CARD

You may use the automated teller machine ("ATM") card we issue to you and the personal identification number ("PIN") we provide you to initiate transactions at our ATMs, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. At present, you may use your ATM card to (some of these services may not be available at all ATMs):

Types of Transfers

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.
- Withdraw funds from a money market deposit account.

Limitations on Frequency and Amount

- You may withdraw up to a maximum of \$500.00 per day.

Fees and Charges for ATM Transactions

- There is no charge for ATM withdrawals at machines owned by us.
- There is a \$2.50 charge for each ATM withdrawal at machines we do not own.

VISA® DEBIT CARD

You may use the VISA® Debit Card we issue to you and the PIN we provide you to initiate transactions at our ATMs, ATMs within the networks identified on your VISA® Debit Card and such other facilities as we may designate from time to time. At present, you may use your VISA® Debit Card to:

Types of Transfers

- Deposit funds to your checking account.
- Withdraw cash from your checking or savings account.
- Deposit funds to your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.
- Make loan payments from your deposit accounts.
- Withdraw funds from your money market deposit account.
- Make third party transfers from your checking account through POS (point-of-sale) terminals.
- Make purchases from your checking or Money Market account at merchants who accept VISA® cards.

Limitations on Frequency and Amount

- You may withdraw up to \$500 from an ATM and make purchases up to \$3,000 in goods and services each day with your VISA® Debit Card.

Fees and Charges for VISA® Debit Card transactions

- There is no charge for ATM withdrawals at ATMs owned by us.
- There is no charge for VISA® Debit Card purchases.
- There is a \$2.50 charge for each ATM withdrawal at machines we do not own.

VISA International Service Assessment

VISA® charges a fee for any international transaction completed with the use of a VISA® branded card. These fees are passed directly to you by their inclusion in the transaction amount deducted from your account. The amount of the fee is determined by whether or not there is a currency conversion. The fee is .8% for transactions involving only a single currency or 1% for transactions involving multiple currencies. For example: for a transaction conducted in Mexico, the fee would be .8% of the transaction amount if the entire transaction was conducted in U.S. dollars, but the fee would be 1% of the transaction amount if the transaction was converted into Pesos. VISA® defines an international transaction as a transaction where the financial institution that issued the card is in a different country from the merchant that is accepting the card. This means that an Internet transaction could qualify as an international transaction.

FOREIGN AUTOMATED TELLER USAGE SURCHARGE FEE DISCLOSURE

If you use your VISA® Debit Card or other Bank-issued access device at an ATM not owned by us ("foreign ATM"), the operator of the foreign ATM and any national, regional, or local network utilized to effect the transaction may charge you a fee (and you may be charged a surcharge fee for a balance inquiry even if you do not complete a fund transfer).

COMPUTER ONLINE BANKING TRANSFERS / MOBILE BANKING TRANSFERS

You may access your account(s) by logging onto our website or through the browser on your mobile phone to:

Types of Transfers

- Transfer funds from checking to checking, savings, or loan account(s)
- Transfer funds from savings to checking, savings, or loan account(s)
- Transfer funds from line of credit to checking, savings, or loan account(s)
- Transfer funds externally to a person using either their mobile phone number or email address through our peer-to-peer payment partner Zelle (limits start at \$500.00 per day and can vary depending on your relationship with us.)
- Transfer funds externally to an account you have at other financial institution using the account and routing number (limits start at \$5,000 per day and can vary depending on your individual relationship with us).

LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us, AT ONCE, if you believe your ATM, VISA® Debit Card or PIN has been lost or stolen, or if you believe an EFT has been made without your permission using information from your check. Notifying us by telephone is the best way of keeping your possible losses down. You could lose all of the money in your account (plus any funds available through overdraft protection). If you tell us within two (2) business days (four (4) business days if your account was opened in Kansas) after you learn of the loss or theft of your card or PIN, you can lose a maximum of \$50.00 if someone uses your card and/or code without your permission.

If you do NOT tell us within two (2) business days (four (4) business days if your account was opened in Kansas) after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00 (\$300.00 if your account was opened in Kansas). VISA® rules limit your liability if you report a lost or stolen VISA® Debit Card.

For our Colorado clients, if your VISA® Debit Card, ATM Card, or PIN is lost or stolen, you shall have no liability if the unauthorized use of your VISA® Debit Card, ATM Card, or PIN occurs at a communications facility through no fault of yours. If we can establish the unauthorized transfer occurred as a result of your fault, you can lose the lesser of \$50 or the amount of money, goods or services obtained by the authorized use of your VISA® Debit Card, ATM Card, or PIN at a communications facility.

Also, if your statement shows any transfer you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove we could have stopped someone from making the unauthorized transfers if you had told us in time. If you believe, your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address set forth below in the Agreement and Disclosure. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

VISA® Zero Liability Policy. Notwithstanding the forgoing, pursuant to the VISA® Zero Liability Policy, unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Debit Card. In addition, your VISA® Debit Card also allows you to conduct transactions on the PLUS debit network, which generally requires you to enter your PIN. This additional limit on liability also applies to ATM transactions and transactions using your PIN processed through the PLUS network. Limit on liability does not apply to commercial cards. Some merchants are authorized to accept non-VISA® debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a VISA® transaction. Provisions of your cardholder agreement specifically relating to VISA® transactions are inapplicable to non-VISA® debit transactions. VISA® is a registered trademark of VISA® International Service Association.

Contact in the Event of an Unauthorized Transfer. If you believe your card has been lost or stolen, call us at the Telebank 24 number listed in this Agreement and Disclosure or write us at 1111 Main, Kansas City, MO 64105. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Business Days. For purposes of this Agreement and Disclosure, our business days are Monday through Friday excluding Federal Holidays.

Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of pre-authorized transfer from your account. You must notify us by calling the Telebank 24 number listed in this Agreement and Disclosure or write us at 1111 Main, Kansas City, MO 64105 in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. If you call, we may also require you to put your request in writing and provide it to us within fourteen (14) days after you call. We will charge \$40.00 for each stop-payment order.

Notice of Varying Amounts. If these regular payments vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits you set.

Liability for Failure to Stop Payment of Pre-Authorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages that are proximately caused by our failure to do so. In order to request us to stop payment on a transfer, you must give us your account number, the date, the amount of the transfer and the name of the payee. You must be precise in the information you give us and you agree that we will not be liable for failing to stop payment on an item if the information you give us is incorrect or incomplete.

Other Provisions. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy and Substitute Check Policy Disclosure to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraftline.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer despite reasonable precautions we have taken.
- If the money in your account is subject to legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If there are other exceptions and limitations on liability stated elsewhere in our agreements with you.

RIGHT TO DOCUMENTATION

You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or a point-of-sale terminal. You should retain the receipt for your account reconciliation. Under Federal law, you may not always get a receipt for transfers for \$15 or less.

Periodic Statement. You will get a monthly account statement from us unless there are no transactions in a particular month. In any case, you will get a statement quarterly.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at the Telebank 24 number listed in this Agreement and Disclosure to find out whether or not the deposit has been made.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about your electronic transfers, telephone us at the Telebank 24 number listed in this Agreement and Disclosure and press 0 to speak to Client Services. Monday through Friday, 8:00 AM to 7:00 PM Central Time and Saturday, 9:00 AM to 2:00 PM Central Time, or write us at 1111 Main, Kansas City, MO 64105 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require you to send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within the first ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we may credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. For point-of-sale transactions using your VISA® Debit Card, VISA® Operating Rules require us to re-credit your account within five (5) business days if we have not been able to complete our investigation.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

If we credit your account for the amount in question, we reserve the right to reverse the credit should we determine, after completion of our investigation, no error occurred. Furthermore, should we determine no error has occurred, you will be notified of the date and the amount of any debit we make to reverse the provisional credit. We will honor checks, drafts or similar paper instruments payable to third parties and preauthorized transfers from your account for five (5) business days after transmittal of such reversal notice. If we determine an error did occur, you will be notified the provisional credit has been made final.

Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission; or
- As required by law.

Personal Identification Number (PIN). The ATM PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN available to anyone not authorized to sign on your accounts.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the address specified in this Agreement and Disclosure. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Termination of ATM or VISA® Debit Card Services. You agree that we may terminate this Agreement and Disclosure and your use of the ATM Card or VISA® Debit Card services, if:

- You or any authorized user of your ATM PIN breach this or any other agreement with us;
- We have reason to believe there has been an unauthorized use of your ATM PIN; or
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement and Disclosure.

You or any other party to your account can terminate this Agreement and Disclosure by notifying us in writing, in which case the termination of service will be effective the first business day following receipt of your written notice.

Termination of this Agreement and Disclosure will not affect the rights and responsibilities of the parties under this Agreement and Disclosure for transactions initiated before termination.

TELEBANK 24

You may use Telebank 24, a 24-hour automated account information service, to:

- Obtain current account balances.
- Verify last deposit(s).
- Determine what checks have cleared your account.
- See what interest has been paid to your account.
- Transfer funds between accounts (cut-off time for same business day transfer is 9:00 p.m. MT/10:00 p.m. CT).
- Make loan payments from checking or savings.
- Leave a message for the bank.
- Apply for a loan.

To speak to a client services associate, call Telebank 24, then press 0, Monday through Friday, 7:00 AM to 8:00 PM Central Time and Saturday, 8:00 AM to 4 PM Central Time.

Telebank 24 phone numbers are listed below for the NBH Bank divisions. Each division's web address is also listed which can be utilized to gain information about banking products, services, and banking center locations.

Bank Midwest
800.867.2265
www.bankmw.com

Community Banks of Colorado
877.877.0395
www.cobnks.com

Hillcrest Bank
855.629.7618
www.hillcrestbank.com

Bank of Jackson Hole
877.877.0397
www.bojh.com

Bank Midwest, Community Banks of Colorado, Hillcrest Bank and Bank of Jackson Hole are divisions of NBH Bank. Divisions of NBH Bank are not separately FDIC-insured banks. The FDIC coverage extended to deposit customers of the various divisions of NBH Bank is that of one insured bank.